

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ALLISON MAURER, individually, and in her capacity as Power of Attorney for Alan F. McGovern, and as Executrix of the Estate of Alan F. McGovern, deceased

(b) County of Residence of First Listed Plaintiff Bucks
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Thomas A. Musi, Jr.
Musi, Malone & Daubenberger, LLP
21 W. Third Street, Media, PA 19063

DEFENDANTS

METLIFE, INC. and METROPOLITAN LIFE INSURANCE COMPANY
d/b/a METLIFE

County of Residence of First Listed Defendant New Castle
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> Other <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1391

Brief description of cause:

Unlawful rejection of rightly owed death benefits. Bad Faith, Breach of Contract, Violation of Insurance Practices and Consumer Protection Laws

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
449,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

DOCKET NUMBER

DATE

4/13/16

SIGNATURE OF ATTORNEY OF RECORD

Tom

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 114 Berry Lane, Feasterville, PA 19053
 Address of Defendant: 1209 Orange Street, Wilmington, DE 19801 (Registered Agent)
 Place of Accident, Incident or Transaction: Pennsylvania
 (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Thomas A. Mlesi, Jr., counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 4/13/16

Tom
Attorney-at-Law

75950
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 4/13/16

Tom
Attorney-at-Law

75950
Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

ALLISON MAURER, Individually,
and In her capacity as Power of
Attorney for Alan F. McGovern,
and as Executrix of the Estate of
Alan F. McGovern, deceased

METLIFE, INC. and
METROPOLITAN LIFE
INSURANCE COMPANY
V. d/b/a METLIFE

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

<u>4/13/16</u>	<u>Tan</u>	<u>Allison Maurer</u>
Date	Attorney-at-law	Attorney for
<u>610-891-8806</u>	<u>610-891-8807</u>	<u>TAM@MMDLawFirm.com</u>
Telephone	FAX Number	E-Mail Address

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ALLISON MAURER, Individually, and :
in her capacity as Power of Attorney for :
Alan F. McGovern, and as Executrix of :
the Estate of Alan F. McGovern, deceased :
114 Berry Lane :
Feasterville, PA 19053 :
Plaintiff, :**

vs.

**METLIFE, INC., and :
METROPOLITAN LIFE INSURANCE :
COMPANY d/b/a METLIFE :
200 Park Avenue :
New York City, NY 10166 :
Defendants. :**

CIVIL ACTION NO.:

COMPLAINT

JURY TRIAL DEMANDED

VERIFIED COMPLAINT

NOW COMES Plaintiff Allison Maurer, Individually, and in her capacity as Power of Attorney for Alan F. McGovern, and as Executrix of the Estate of Alan F. McGovern, (hereinafter collectively referred to as "Maurer") by and through her undersigned counsel, and for her Civil Complaint against Defendants MetLife, Inc., and Metropolitan Life Insurance Company d/b/a MetLife, she states as follows:

PARTIES

1. Plaintiff Maurer is an adult individual and citizen of the Commonwealth of Pennsylvania, who currently resides at 114 Berry Lane, Feasterville, Pennsylvania 19053.

2. Based upon information and belief after reasonable investigation, Defendant MetLife, Inc., is a holding company organized and existing under the laws of the State of Delaware, conducting business as “MetLife”, with a principal place of business located at 200 Park Avenue, New York City, New York 10166.

3. Based upon information and belief after reasonable investigation, Defendant Metropolitan Life Insurance Company is a wholly owned subsidiary of Defendant MetLife, Inc., organized and existing under the laws of the State of New York, conducting business as “MetLife”, with a principal place of business located at 200 Park Avenue, New York City, New York 10166.

4. It is believed, and therefore averred, that Defendant MetLife, Inc., and Defendant Metropolitan Life Insurance Company (herein “Defendants”) are two separate entities, conducting business in unison and interchangeably as “MetLife”.

5. It is believed, and therefore averred, that Defendants maintain business addresses throughout the Commonwealth of Pennsylvania.

6. It is believed, and therefore averred that Defendants are duly authorized to, and in fact are, transacting and/or conducting business in the Commonwealth of Pennsylvania and maintain business addresses within the Commonwealth.

JURISDICTION AND VENUE

7. Jurisdiction in this district is founded on the diversity of the parties and the amount in controversy, which exceeds \$75,000.00. Specifically, Defendant MetLife is a holding company organized under the laws of the State of Delaware, Defendant Metropolitan Life Insurance Company is a wholly owned subsidiary of Defendant

MetLife organized under the laws of the State of New York and Plaintiff Maurer is an adult individual of the Commonwealth of Pennsylvania thus creating jurisdiction.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391, in that a substantial part of the events or omissions giving rise to the claims herein occurred in this district.

FACTUAL BACKGROUND

9. Plaintiff Maurer was the acting Agent under Power of Attorney for and engaged to be married to Alan F. McGovern, now deceased. A true and correct copy of said Power of Attorney is attached hereto and incorporated herein marked as Exhibit "A".

10. On or about March 01, 2014, Mr. McGovern (hereinafter referred to as "Decedent") received a letter informing him that he was being placed on a personal leave of absence from his job at Lowe's Companies, Inc. (hereinafter referred to as "Employer"). A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "B".

11. By letter dated July 25, 2014, Employer advised Decedent that his benefits would be terminated effective August 14, 2014 and further directed Decedent to continue or convert his coverage of Basic Life, Supplemental Life, Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting Defendants. A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "C".

12. On or about August 28, 2014, Defendants' Representative Kevin Crowley (hereinafter referred to as "Rep") met with Plaintiff Maurer, whom was acting as

Decedent's Power of Attorney, and provided the necessary application paperwork (hereinafter referred to as "Application") to ensure continued coverage for Decedent and explained how to complete said Application.

13. On or about September 4, 2014, Rep contacted Plaintiff Maurer via text messaging to determine if Plaintiff Maurer had any questions regarding the Application to which Plaintiff Maurer responded that she intended to review the Application with Decedent to discuss the amount of the policy and the payment amount.

14. On or about September 5, 2014, Plaintiff Maurer informed Rep via text messaging that Plaintiff Maurer had completed the paperwork with policy amounts of \$399,000.00 Supplemental Term Life and \$50,000.00 of Life Insurance.

15. On or about September 12, 2014, Plaintiff Maurer placed the completed Application in the mail to Rep.

16. On or about September 14, 2014, Rep informed Plaintiff Maurer via text messaging that he was conforming the total policy amount of \$449,000.00 for Decedent and shortly thereafter emailed the payment amount for the premium to Plaintiff Maurer.

17. On or about September 15, 2014, Rep confirmed his receipt of the Application and confirmed that Plaintiff Maurer was the policy's beneficiary.

18. On or about September 16, 2014, Rep discussed with Plaintiff Maurer the benefits of taking a direct payment out of Plaintiff Maurer's and Decedent's bank account (hereinafter referred to as "bank account") to ensure retroactive coverage.

19. At no point did the Rep discuss with Plaintiff Maurer that a direct payment from their bank account would not entitle Decedent to any form of insurance.

20. On or about September 19, 2014, prior to any payment having been made, Plaintiff Maurer expressed her extreme concern to Rep that Decedent receive policy coverage as soon as possible; Rep assured Plaintiff Maurer that Decedent would be entitled to immediate policy coverage once a premium payment was received.

21. On or about September 19, 2014, a payment was withdrawn by Defendants from the bank account.

22. By letter dated September 19, 2014, and addressed to Decedent, Defendants stated, "We drafted \$503.39 on Sept 19, 2014 and applied this amount to the contract(s) below:". Thereafter the "Contract/Policy Number" is listed as 21410237. The "Payment Type" is designated as "INITIAL PREMIUM" in the amount of \$503.39. A true and correct copy of said letter is attached hereto as Exhibit "D".

23. Decedent died on September 24, 2014 with the policy in effect. A true and correct copy of the death certificate is attached hereto as Exhibit "E".

24. By letter dated September 30, 2014, six (6) days after Decedent's death and eleven (11) days after accepting the premium tendered by Plaintiff Maurer, while Plaintiff Maurer remained in a deep state of mourning, Defendants surreptitiously attempted to cancel the policy and attached Check Number 202046220 representing "a refund due to a declination notice". A true and correct copy of said letter is attached hereto as Exhibit "F".

25. At no point has Plaintiff Maurer deposited or in any way accepted Check Number 202046220.

26. According to the “INITIAL PREMIUM” payment applied to the Defendants’ “Contract/Policy Number” 21410237 (hereinafter referred to as “the Policy”), Plaintiff Maurer as beneficiary is entitled to a death benefit of \$449,000.00.

27. Following the death of Decedent and Defendants’ alleged declination notice, Plaintiff Maurer, by and through her undersigned counsel, made a formal request by letter to Defendants on October 26, 2015, requesting that Defendants pay unto Plaintiff Maurer the death benefit owed under the Policy. A true and correct copy of said letter is attached hereto as Exhibit “G”.

28. By letter dated December 11, 2015, Defendants assigned Plaintiff Maurer’s October 26, 2015 letter as “Claim No.: 21511003175” (hereinafter referred to as “Claim”). Defendants denied Plaintiff Maurer’s Claim stating that Plaintiff Maurer’s Policy was attached to a larger group life insurance plan created by Decedent’s Employer. The letter then stated that Employer’s group policy had ended on December 31, 2013, and as such “benefits are not payable **under the group policy.**” (emphasis added). A true and correct copy of said letter is attached hereto as Exhibit “H”.

29. The December 11, 2015, letter further stated that Plaintiff Maurer’s Policy is governed by the Employee Retirement Income Security Act of 1974 (hereinafter referred to as “ERISA”). Defendants cited Plaintiff Maurer’s rights under ERISA to appeal their decision and further stated, “Upon your written request, MetLife will provide you with a copy of the records and/or reports that are relevant to your claim.” See Exhibit “H”.

30. The December 11, 2015, letter advised Plaintiff Maurer that under ERISA she must appeal their decision within sixty (60) days by writing to Defendants. The letter further advised that should Plaintiff Maurer appeal, Defendants would issue a decision within sixty (60) days of receipt of said appeal. If there are “special circumstances”, the letter stated, an additional sixty (60) days may be taken to issue a decision, “but only after notifying the claimant of the special circumstances in writing.” See Exhibit “H”.

31. Plaintiff Maurer, by and through her undersigned counsel, promptly appealed Defendants’ decision by letter dated January 15, 2016. Plaintiff Maurer, in the same appeal letter, also requested “all records and/or reports relevant to this claim.” A true and correct copy of said letter is attached hereto as Exhibit “I”.

32. Defendants, by letter dated January 25, 2016, stated, “We are writing in regard to the referenced claim for **group life insurance benefits.**” (emphasis added). Defendants then stated that due to “special circumstances” Defendants’ decision on the claim will be further delayed. Defendants by said letter were therefore further portraying to Plaintiff Maurer that her claim fell under the guidelines of ERISA by taking benefit of the provided sixty (60) day extension to make a decision. A true and correct copy of said letter is attached hereto as Exhibit “J”.

33. Despite Defendants’ promise to so provide and Plaintiff Maurer’s proper request, Defendants have not provided any records or reports relevant to Plaintiff Maurer’s Claim as of the date of the filing of this Complaint.

34. By letter dated March 23, 2016, nearly sixty (60) days after Defendants’ January 25, 2016, letter, Defendants did not issue a decision on Plaintiff Maurer’s Claim. Instead, Defendants stated, “Please be advised that **this concern is related to an**

individual policy and not group life benefits therefore, our office has forwarded your communications to that office for review.” (emphasis added). A true and correct copy of said letter is attached hereto as Exhibit “K”.

**COUNT I – VIOLATION OF PENNSYLVANIA’S
UNFAIR INSURANCE PRACTICES ACT**

**PLAINTIFF MAURER VS. DEFENDANT METLIFE, INC., AND DEFENDANT
METROPOLITAN LIFE INSURANCE COMPANY D/B/A METLIFE**

35. Plaintiff Maurer hereby incorporates by reference Paragraphs 1 to 34 of her Complaint, as if fully set forth herein.

36. Defendants, MetLife, Inc., and Metropolitan Life Insurance Company, by and through the acts and/or omissions of their agents, servants, workmen, and/or employees, who were at all material times hereto acting within the course and scope of their employment and/or positions for Defendants, and in furtherance of Defendants’ business, by the aforesaid conduct, have engaged in unfair methods of competition and/or unfair or deceptive acts or practices, as defined by the Unfair Insurance Practices Act, 40 P.S. §1171.1 *et seq.*

37. The Defendants have failed to acknowledge and act promptly upon written and oral communications with respect to Plaintiff Maurer’s Policy.

38. The Defendants have failed to adopt and/or implement reasonable standards for the prompt investigation of claims arising under the Policy.

39. The Defendants have refused to pay Plaintiff Maurer’s Claim, without conducting a reasonable and/or timely investigation, based upon all available information and documentation.

40. The Defendants have failed to affirm or deny coverage of Plaintiff Maurer's Claim within a reasonable time period after proof of loss and damages has been established and communicated to the Defendants and/or their agents, servants, workmen, and/or employees, who were at all material times hereto acting within the course and scope of their employment and/or positions for the Defendants.

41. The Defendants have not attempted, in good faith, to effectuate a prompt, fair and equitable settlement of Plaintiff Maurer's Claim, in which its liability under the Policy has become reasonably clear.

42. The Defendants left Plaintiff Maurer with no other means of recourse but to institute and/or continue to litigate to recover the amounts due to her under the Policy.

43. The Defendants have ignored information and/or documentation in their files, and/or failed to properly analyze the information.

44. The Defendants have failed to promptly settle and pay Plaintiff Maurer's Claim, despite liability and damages having become reasonably clear under the Policy.

45. The Defendants have failed to promptly provide Plaintiff Maurer with a reasonable explanation of the factual and/or legal basis for the delay.

46. The Defendants have ignored their respective fiduciary duties to Plaintiff Maurer, including, but not limited to, using actions and/or inaction in investigating and making claim determinations in a continuous, unreasonable and detrimentally scheming manner.

47. The Defendants made a steadfast pre-determination of non-payment of Plaintiff Maurer's Claim, even after receiving concrete and irrefutable evidence in contradiction thereof.

48. Throughout the administration of Plaintiff Maurer's Claim, Defendants intentionally ignored Plaintiff Maurer's reasonable efforts to fairly resolve the claim.

49. The aforesaid conduct of Defendants, including, but not limited to, attempting to surreptitiously cancel Plaintiff Maurer's Policy, refusing to pay Plaintiff Maurer's Claim according to the terms and condition of the Policy, failing to provide all relevant documentation to the Policy and confusing and delaying Plaintiff Maurer's claim by denying and requesting additional time due to "special circumstances" under an ERISA analysis, only to later admit that the Policy at issue was an individual plan not at all governed by ERISA, constitutes unfair and/or deceptive acts and/or practices, within meaning of the Pennsylvania Unfair Insurance Practices Act, 40 P.S. §1171.1 *et seq.*

50. Under the aforesaid law, Plaintiff Maurer is entitled to recover an award of interest on the amount of the Claim from the date the Claim was made by Plaintiff Maurer in an amount equal to the prime rate of interest plus three per cent (3%), an award of punitive damages against the insurers, as well as court costs and attorney's fees. See 42 Pa.C.S.A. § 8371.

51. Plaintiff Maurer's actual damages consist of all the damages described in the preceding paragraphs of this Civil Complaint.

WHEREFORE, Plaintiff Maurer demands judgment against Defendant MetLife, Inc., and Defendant Metropolitan Life Insurance Company, d/b/a, MetLife in an amount in excess of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, which includes all benefits due to Plaintiff Maurer under the subject Policy, together with interest, reasonable attorney's fees, and any other such amount the law may allow and/or which this Honorable Court deems appropriate.

COUNT II – BAD FAITH

**PLAINTIFF MAURER VS. DEFENDANT METLIFE, INC., AND DEFENDANT
METROPOLITAN LIFE INSURANCE COMPANY D/B/A METLIFE**

52. Plaintiff Maurer hereby incorporates by reference Paragraphs 1 to 51 of her Complaint, as if fully set forth herein.

53. In the Commonwealth of Pennsylvania, an insurer owes a fiduciary duty to the insured, and therefore must act with the utmost good faith and fair dealing toward that insured and in that insured's best interests at all times.

54. Therefore, Defendants owed a duty of good faith and fair dealing to Plaintiff Maurer during the administration of her Claim.

55. In addition to the aforementioned conduct of Defendants, their attempt to surreptitiously cancel Plaintiff Maurer's Policy, rejection of Plaintiff Maurer's Claim under ERISA, subsequent delay in issuing a decision on appeal under ERISA, and finally, their admittance that the Policy was not governed by ERISA was in bad faith and in violation of the fiduciary duty owed to Plaintiff Maurer during the administration of her Claim.

56. The Defendants' refusal to timely pay Plaintiff Maurer's Claim within the Policy limits was the result of its negligent investigation of the underlying claim, and was unreasonable in light of the documentation provided by Plaintiff Maurer and Defendants' own documentation in their possession.

57. There has been no reasonable basis for Defendants' denial and/or withholding of benefits under the Policy, and the resultant delay has been unwarranted and harmful to Plaintiff Maurer.

58. The Defendants had knowledge of and/or a reckless disregard for the lack of a reasonable basis for denying and/or delaying Plaintiff Maurer's Claim.

59. The Defendants' denial of Plaintiff Maurer's Claim is unreasonable and without foundation, in that Defendants:

- a. Failed to sufficiently advise Plaintiff Maurer of the reasons for denying benefits;
- b. Failed to make a good faith settlement of Plaintiff Maurer's claim;
- c. Ignored valuable information and /or documentation received, which should have led them to properly evaluate and resolve Plaintiff Maurer's claim;
- d. Unreasonably and continuously operated under an ERISA analysis of Plaintiff Maurer's Policy until the time came by which they would have to make a decision, at which point Defendants admitted their flawed analysis, knowing and ultimately conceding that ERISA was inapplicable;
- e. Had no reasonable basis to ignore and refuse to respond to the demands made by Plaintiff Maurer;
- f. Failed to timely investigate, evaluate and pay Plaintiff Maurer's claim;
- g. Failed to honor Plaintiff Maurer's Claim for payment of benefits;
- h. Failed to comply with their legal and/or contractual obligations to provide Plaintiff Maurer with full benefits per the Policy; and

60. The Defendants' conduct, as more fully described herein, constitutes a frivolous and/or unfounded refusal to provide Plaintiff Maurer her benefits due under the Policy.

61. The Defendants, by and through the acts and/or omissions of their agents, servants, workmen, and/or employees, who were at all material times hereto acting within the course and scope of their employment and/or positions, and in furtherance of the

Defendants' business, by the aforesaid conduct, have acted in "bad faith," in violation of 42 Pa.C.S.A. §8371.

62. In light of Defendants' bad faith, breach of fiduciary duty and negligence, Plaintiff Maurer has the right to be compensated.

63. Under Pennsylvania law, Plaintiff Maurer is entitled to recover an award of interest on the amount of the Policy benefits from the date the claim was made by the insured in an amount equal to the prime rate of interest plus three per cent (3%), an award of punitive damages against the insurers, as well as court costs and attorney's fees. See 42 Pa.C.S.A. § 8371.

WHEREFORE, Plaintiff Maurer demands judgment against Defendant MetLife, Inc., and Defendant Metropolitan Life Insurance Company, d/b/a, MetLife in an amount in excess of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, which includes all benefits due to Plaintiff Maurer under the subject Policy, together with interest, reasonable attorney's fees, and any other such amount the law may allow and/or which this Honorable Court deems appropriate.

COUNT III- BREACH OF CONTRACT/BREACH OF FIDUCIARY DUTY

**PLAINTIFF MAURER VS. DEFENDANT METLIFE, INC., AND DEFENDANT
METROLITAN LIFE INSURANCE COMPANY, D/B/A METLIFE**

64. Plaintiff Maurer hereby incorporates by reference Paragraphs 1 to 63 of her Complaint, as if fully set forth herein.

65. Defendants provided Plaintiff Maurer with an Application for the creation of a life insurance Policy for Decedent, this constituted an offer. Plaintiff Maurer subsequently completed the Application with and on behalf of Decedent, this constituted

an acceptance. Consideration for the Policy was paid by Plaintiff Maurer unto Defendants in the amount of \$503.39. Terms of the Policy were agreed by both parties to be life insurance for Decedent in the total amount of \$449,000.00. At all times Plaintiff Maurer interacted with Defendants on Decedent's behalf in her capacity as Power of Attorney.

66. Defendants never instructed Plaintiff Maurer in writing or otherwise that the payment of a premium along with a completed Application did not provide Decedent with any form of insurance; rather Defendants, by way of Rep, assured Plaintiff Maurer that a premium payment entitled Decedent to immediate policy coverage.

67. Under Pennsylvania law, Defendants' conduct gave rise to temporary insurance for the full policy amount starting from acceptance of the premium payment until Defendants either rejected the Application because of Decedent's uninsurability or accepted the Application and issued the policy applied for. See Collister v. Nationwide Life Ins. Co., 479 Pa. 579 (1978).

68. Decedent died during the temporary insurance period, after Defendants accepted a premium payment and Application, but before Defendants either rejected or accepted the Application.

69. Decedent's death thus satisfied all conditions precedent to the Policy benefits being paid unto Plaintiff Maurer as his named beneficiary in the full amount of \$449,000.00.

70. Although all conditions precedent to Plaintiff Maurer's recovery under the Policy and to Defendants' liability thereunder have been performed and/or have occurred,

Defendants have continued to advise Plaintiff Maurer that the Claim is under investigation and/or review, and further delay a resolution of her Claim.

71. Defendants, without legal justification and/or cause, and in violation of their contractual duties and/or obligations under the Policy and Law have refused and continue to refuse to compensate Plaintiff Maurer.

72. As a result of Defendants' breach of contract and/or fiduciary duties under the Policy, Plaintiff Maurer has suffered and will continue to suffer direct and consequential damages, all of which were in the contemplation of Defendants at the execution of the Policy, and at the time Defendants refused payment there under, including but not limited to, the full Policy amount and attorney's fees, all of which damages are continuing and will continue into the foreseeable future.

WHEREFORE, Plaintiff Maurer demands judgment against Defendant MetLife, Inc., and Defendant Metropolitan Life Insurance Company, d/b/a, MetLife in an amount in excess of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, which includes all benefits due to Plaintiff Maurer under the subject Policy, together with interest, reasonable attorney's fees, and any other such amount the law may allow and/or which this Honorable Court deems appropriate.

**COUNT IV – VIOLATION OF UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW**

**PLAINTIFF MAURER VS. DEFENDANT METLIFE, INC., AND DEFENDANT
METROPOLITAN LIFE INSURANCE COMPANY, D/B/A METLIFE**

73. Plaintiff Maurer hereby incorporates by reference Paragraphs 1 to 72 of her Complaint, as if fully set forth herein.

74. Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201.1, *et seq.* prohibits the use of unfair or deceptive acts and practices in the conduct of any trade or commerce.

75. Pennsylvania Unfair Trade Practices and Consumer Protection Law also provides individuals with a private right of action to recover actual damages resulting from the use of a prohibited practice in connection with a consumer's purchase or lease of goods or services for personal, family or household purposes that results in an ascertainable loss.

76. Under the law, a "trade" or "commerce" shall mean the advertising, offering for sale, sale or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated, and includes any trade or commerce directly or indirectly affecting the people of this Commonwealth.

77. The law prohibits any trade or commerce from engaging in any other fraudulent or deceptive conduct, which creates the likelihood of confusion or of misunderstanding.

78. The Policy from Defendants is in place for the benefit of Decedent and Plaintiff Maurer, his named beneficiary, which has been ignored by Defendants.

79. The aforementioned conduct of Defendants is in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201.1, *et seq.*

80. As a result of Defendants' violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, Plaintiff Maurer has suffered the aforementioned damages and losses.

WHEREFORE, Plaintiff Maurer demands judgment against Defendant MetLife, Inc., and Defendant Metropolitan Life Insurance Company, d/b/a, MetLife in an amount in excess of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, which includes all benefits due to Plaintiff Maurer under the subject Policy, together with interest, reasonable attorney's fees, and any other such amount the law may allow and/or which this Honorable Court deems appropriate.

Respectfully submitted:

MUSI, MALONE & DAUBENBERGER, L.L.P.

BY: 

Thomas A. Musi, Jr., Esquire
Musi, Malone & Daubenberg, L.L.P.
21 West Third Street
Media, PA 19063
tam@mmdlawfirm.com
(610) 891-8806
Counsel for Plaintiff

Date: 

Exhibit “A”

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

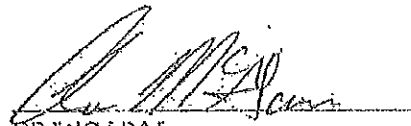
A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA. C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

3-28-14
DATE


PRINCIPAL

AM

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, ALAN McGOVERN, JR., of Feasterville, Bucks County, Commonwealth of Pennsylvania, hereby revoke any general power of attorney that I have heretofore given to any person, and by these presents do constitute, make and appoint my domestic partner, ALLISON MAURER of Feasterville, Pennsylvania, my true and lawful agent.

1. To ask, demand, sue for, recover and receive all sums of money, debts, goods, merchandise, chattels, effects and things of whatsoever nature and description which are now or hereafter shall be or become owing, due, payable, or belonging to me in or by any right whatsoever, and upon receipt thereof, to make, sign, execute and deliver such receipts, releases or other discharges, for the same, respectively, as she shall think fit.

2. To deposit any monies which may come into her hands as such agent with any bank or bankers, either in my or her own name, and any of such money or monies to which I am entitled which now is or shall be so deposited to withdraw as she shall think fit; to sign mutual savings bank and federal savings and loan association withdrawal orders; to sign and endorse checks payable to my order and to draw, accept, make,

AM

endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes or other commercial or mercantile instruments; to borrow any sum or sums of money on such terms and with such security as she may think fit and for that purpose to execute all notes or other instruments which may be necessary and proper; and to have access to any and all safe deposit boxes registered in my name.

3. To sell, assign, transfer and dispose of any and all stocks, bonds (including U.S. Savings Bonds), loans, mortgages or other securities registered in my name; and to collect and receive all interest and dividends due and payable to me.

4. To invest in my name in any stock, shares, bonds, securities or other property, real or personal, and to vary such investments as she, in her sole discretion, may deem best; and to vote at meetings of shareholders or other meetings of any corporation or company and to execute any proxies or other instruments in connection therewith.

5. To enter into and upon my real estate, and to let, manage, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any buildings thereon; to sell, either at public or private sale or exchange any part or parts of my real estate or personal

property for such consideration and upon such terms as she shall think fit, and to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the same, with such covenants of warranty or otherwise as she shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration; and to mortgage my real estate and in connection therewith to execute bonds and warrants and all other necessary instruments and documents.

6. To contract with any person for leasing such periods, at such rents and subject to such conditions as she sees fit; all or any of my said real estate, to give notice to quit to any tenant and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof; and also on non-payment thereof or of any part thereof to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers, and for ejecting the tenants or occupiers and recovering the possession thereof.

7. To commence, prosecute, discontinue or defend all actions or other legal proceedings pertaining to me or my estate or any part thereof, to settle, compromise, or submit

to arbitration any debt, demand or other right of matter due me or concerning my estate as she, in her sole discretion, shall deem best and for such purpose to execute and deliver such releases, discharges or other instruments as she may deem necessary and advisable; and to satisfy mortgages, including the execution of a good and sufficient release, or other discharge of such mortgage.

8. To execute, acknowledge and file all federal, state and local tax returns of every kind and nature, including without limitation, income, gift and property tax returns.

9. To engage, employ, and dismiss any agents, clerks, servants or other persons as she, in her sole discretion, shall deem necessary and advisable.

10. In general, to do all acts, deeds and matters whatsoever in or about my estate, property and affairs as fully and effectually to all intents and purposes as I could do in my own proper person if personally present, giving to my said Agent power to make and substitute under them an agent or agents for all the purposes herein described, hereby ratifying and confirming all that the said Agent or substitute or substitutes shall do therein by virtue of these presents.

11. In addition to the powers and discretion herein specially given and conferred upon my Agent, and notwithstanding any usage or custom to the contrary, to have the full power, right and authority to do, perform and to cause to be done and performed all such acts, deeds, matters in connection with my property and estate as she, in her sole discretion, shall deem reasonable, necessary and proper, as fully, effectually and absolutely as if she were the absolute owner and possessor thereof.

12. In addition to the powers and discretion hereinbefore given and conferred upon my Agent, I hereby empower my Agent to do any or all of the following, as defined by § 5603 of the Probate, Estates and Fiduciaries Code:

- (1) To make limited gifts.
- (2) To create a trust for my benefit.
- (3) To make additions to an existing trust for my benefit.
- (4) To claim an elective share of the estate of my deceased spouse.
- (5) To disclaim any interest in property.
- (6) To renounce fiduciary positions.
- (7) To withdraw and receive the income or corpus of a

trust.

(8) To authorize my admission to a medical, nursing, residential or similar facility and to enter into agreements for my care.

(9) To authorize medical and surgical procedures.

13. It is my intention that this Power of Attorney shall take effect only and is contingent upon my becoming incapacitated, either physically, mentally or both, and therefore unable to give proper attention to my personal affairs. Any third party shall rely upon the written declaration of my attending physician that such contingency has occurred.

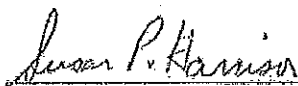
14. It is my specific intention that this Power of Attorney shall be in force and continue in force despite any subsequent physical or mental incapacity on my part and shall terminate only upon my death.

15. In the event that following the execution of this power of attorney I am adjudicated an incapacitated person, then I nominate my domestic partner, Allison Maurer, to serve as the guardian of my estate and of my person. Upon the death, resignation or inability of Allison Maurer to serve or to continue to serve in either or all of the aforesaid fiduciary capacities (guardian of my estate or of my person

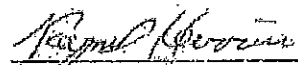
or agent), then such fiduciary position shall be filled by my mother, Janice Stinson.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 28 day of March, 2014.


ALAN MCGOVERN, JR.


WITNESS

346 N. Mt. Vernon Circle
ADDRESS Bensalem PA 19020


WITNESS

346 N. Mt. Vernon Circle
ADDRESS Bensalem PA 19020

AM

ACKNOWLEDGMENT

I, ALLISON MAURER, HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA. C.S. WHEN I ACT AS AGENT:

I SHALL EXERCISE THE POWERS FOR THE BENEFIT OF THE PRINCIPAL.

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS.

I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.

3/28/14
DATE

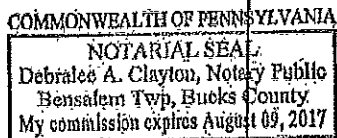
Allison Maurer
AGENT

Susan P. Hamer
WITNESS

Raymond P. Hamer
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28th DAY
OF March, 2014.

[Signature]
NOTARY PUBLIC



AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF BUCKS :

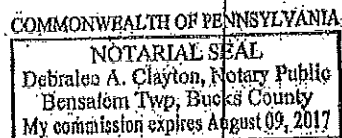
We, Susan P. Harrison and Raymond Harrison
the witnesses whose names are signed to the attached or
foregoing instrument, being duly qualified according to law,
do depose and say that we were present and saw Alan McGovern,
Jr., sign and execute the instrument as his Power of
Attorney; that he signed willingly and that he executed it as
his free and voluntary act for the purposes therein
expressed; that each of us in the hearing and presence of
Alan McGovern, Jr. when he signed the Power of Attorney as
witnesses; and that to the best of our knowledge, Alan
McGovern, Jr., was at that time 18 or more years of age, of
sound mind and under no constraint or undue influence.

Sworn or Affirmed to and Subscribed to before me by
Susan P. Harrison and Raymond Harrison,
witnesses, this 28th day of March, 2014.

Susan P. Harrison
WITNESS

Raymond Harrison
WITNESS

[Signature]
NOTARY PUBLIC



AM

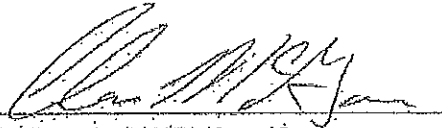
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:

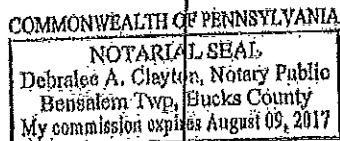
SS:

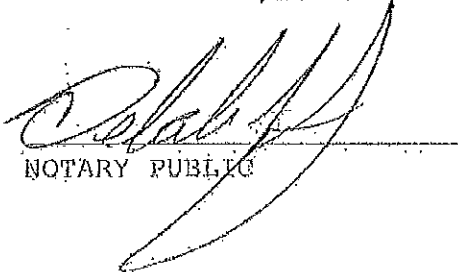
COUNTY OF *Bucks*

I, ALAN McGOVERN, JR. whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Power of Attorney, that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.


ALAN McGOVERN, JR.

Sworn or Affirmed to and Acknowledged before me by Alan McGovern, Jr., this *28th* day of *March*, 201*4*.




NOTARY PUBLIC

AM

Exhibit “B”



March 01, 2014

Location: 1980
 Hire Date: 03-17-2008
 Position: Account Exec.ProServices
 Emp Class: Full/Reg
 Sales ID: 001264318

Alan McGovern
 114 Berry Lane

Troy, PA 19053

Dear Alan,

You have been placed on a personal leave of absence from your job at Lowe's effective 02-15-2014. During the period of your approved leave, you must maintain regular contact with your supervisor at least bi-weekly. Failure to maintain contact or to return at the end of the approved leave may result in termination of employment. In certain situations, additional leave may be requested. If you request an extension of an approved leave, you must provide appropriate justification for the leave request; however, the normal maximum period of leave is 365 days, absent an accommodation for a qualifying condition. Besides requesting an extension of your leave, other accommodations may include (but are not limited to) modifications to assist you to perform your job duties or reassignment to an open and available position. If you have a qualifying condition, you may request an ADA accommodation at any time during your leave of absence by contacting HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535. At the end of your approved leave of absence, Lowe's will consider you for return to work; however, Lowe's does not guarantee that it will be able to re-employ you in the position you held prior to your leave. You may apply for any open position for which you are qualified, either at the location in which you previously worked or at another Lowe's location.

Your insured benefits will automatically be continued during any period of leave unless you elect otherwise. The maximum period you may continue Lowe's group insurance benefits during any absence is 180 days. You will be required to pay your portion of all group insurance premiums (health, dental, vision, life, disability and Health RSA), if any, that you continue during your leave of absence. You will be billed for each bi-weekly pay period at your home address for your portion of the group insurance premiums by Lowe's vendor Key Benefit Administrators (KBA). If payment is not made timely to KBA, your group insurance benefits will be cancelled. You will be notified in writing in advance of the termination of benefits. Please note that you will not be eligible for continuation of coverage through COBRA if your benefits are terminated for non-payment of premiums. If you do not receive a statement from KBA within four weeks, call KBA at 1-888-309-8232. If you are participating in the auto/home insurance or long-term care insurance plan options, contact MetLife at 1-800-438-6388 to arrange for payment of your premiums while on leave. If you have questions concerning continuation of benefits while on leave, contact your Location HR Manager/Coach, CSC Departmental Manager or Lowe's HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535.

If you are a part time employee enrolled in the Limited Benefit Health Plan, you are still responsible for the premium payments if you want your coverage to remain in force. For all options you still need to pay premiums directly to Allstate Workplace Division to avoid a lapse in coverage. You can contact Allstate Workplace Division at 1-866-510-5859.

If you do not wish to continue insured benefits while on a leave of absence, complete the cancellation request attached, and return it to the address noted within 31 days of the start of your leave. Please note that by cancelling any one of the group insurance options, your enrollment, if any, in the life insurance, personal accident insurance, long-term disability, pre-paid legal, auto/home insurance, and long-term care insurance plan options will also end. You will have the option to re-enroll in these plan options if you return to active

status from leave within 365 days of the start of your leave. However, please note that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

Your participation in the dependent care flexible spending account, if any, will be automatically suspended as of the start of your leave of absence. Upon return to active status you may restart your dependent care FSA by contacting Wage Works, the plan administrator at 1-877-924-3967, or by visiting myloweslife.com.

While on leave, your employee discount card will be in effect for a maximum of 90 days.

A leave of absence of any kind will not be counted towards bonus eligibility under any of the company's incentive programs. Incentives and bonus payments are prorated for the number of days in active status while in a bonus eligible position. Please consult the applicable incentive program document for further information.

For more comprehensive information on benefits while on leave, please refer to the summary plan description located in "Foundations for Success" available on myloweslife.com or review Lowe's Personal Leave policy. If you have any questions about your benefits, contact Lowe's HR Shared Services at 1-888-HR-INFO or 1-836-658-3335. If you have any questions about your return from leave, contact your HR Manager/Coach or CSC Departmental Manager.

Sincerely,

Lowe's Group Benefits Department

COMPLETE AND MAIL THIS SECTION ONLY IF YOU WISH TO CANCEL INSURED BENEFIT COVERAGES.

I do not wish to continue any insurance benefits beyond my last day worked. I understand that I will have the option of re-enrolling in these plan options if I return to active status from leave within 365 days of the start of my leave and I reapply within 31 days of returning to work. I further understand that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

To cancel benefits, the postmark date must be within 31 days of the start of the leave. The effective date of cancellation will be the postmark date of the correspondence containing the cancellation form.

Printed Name

Sales ID Number

Location Number

Date

Signature

Return to: Lowe's HR Shared Services, Mail Code PRN2
1605 Curtis Bridge Rd.
Wilkesboro, NC 28697

F1-Personal

Note: Employees who have not returned to work after 365 days of absence are subject to termination absent an accommodation for a qualifying condition.

Exhibit “C”



July 25, 2014

Location: 1980

Alan Francis McGovern
114 Berry Lane
Trevose, PA 19053

Dear Alan,

WARNING LETTER

The maximum duration of Lowe's benefits continuation during an approved absence is 180 days which is counted from your first day of absence. Your benefits will be terminated effective 08/14/2014 unless you return to work prior to this date.

After the exhaustion of the 180 day period, you can continue your Group Medical, Dental, and Vision Options coverage, and participation in the Health Flexible Spending Account through COBRA. You will receive a COBRA packet in the mail at your home address or you can contact Key Benefit Administrators at 888-309-8232.

You can also continue or convert your coverage under the Basic Life, Supplemental Life Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting MetLife at 800-438-6388.

If you return from a leave of absence after 180 days, you will not be able to enroll for benefits until the next annual enrollment period, with such enrollment being effective January 1 of the next following plan year.

Please direct questions regarding this notice to your location's HR Manager/Coach or CSC Representative. You may also call HR Shared Services at 1-888-HRINFO5 (474-6365).

Sincerely,
Lowe's Benefits Department

Exhibit “D”



September 19, 2014

ALAN F MCGOVERN
114 BERRY LANE
FEASTERVILLE, PA 19063

RE: Electronic Payment (EP) Number 50001507604

Special Draft

We drafted \$503.39 on Sept 19, 2014 and applied this amount to the contract(s) below:

<u>Legal Company Name</u>	<u>Contract/Policy Number</u>	<u>Payment Type</u>	<u>Amount</u>
Metropolitan Life Insurance Company	214102327	INITIAL PREMIUM	\$503.39

If your address has changed, please complete the "Change of Address" section on the lower portion of this letter and return it to the above address.

If you have any questions about the agreement, please contact your representative or call our automated directory at 1-800-638-5433 Monday through Friday between 9 a.m. and 6 p.m., ET.

Sincerely,

Koshier Miller

Koshier Miller
Remittance Reconciliation Unit

If you intend to close your bank account, please leave enough funds to cover payment for one month and inform us so the appropriate changes can be made to your account.

Detach

Detach

Change of Address

Please print your new address below and return this portion to the address above.
EP Number: 50001507604

ALAN F MCGOVERN

Bank Account Owner's Name

Street

City

State

Zip code

Note: Changes to bank information requires a new EP Account Agreement form.

Exhibit “E”

Reg. Dist. No.

Primary Reg. Dist. No. 3101

VITAL STATISTICS

CERTIFICATE OF DEATH

State File No. 2014083065

Registrar's No. 2014002960

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include AKA if any) (First Middle, LAST, suffix) ALAN FRANCIS MCGOVERN JR				2. Sex Male		3. Date of Death (Mo/Day/Year) September 24, 2014	
4. Social Security Number [REDACTED]		5a. Age (Years) 30	5b. Under 1 Year Months Days	5c. Under 1 day Hours Minutes	6. Date of Birth (Mo/Day/Year) July 13, 1984		7. Birthplace (City and State or Foreign Country) BRISTOL, PENNSYLVANIA
8a. Residence State PENNSYLVANIA		8b. County BUCKS		8c. City or Town Feasterville		8d. Apt. No. 19053	
8e. Street and Number 114 Berry Lane		8f. Zip Code 19053		8g. Inside City Limits? No			
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Never Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage)			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No		14. Decedent's Race White			
15. Father's Name ALAN FRANCIS MCGOVERN SR				16. Mother's Name (prior to first marriage) JANICE ELLEN STINSON			
17a. Informant's Name ALLISON MARIE MAURER				17b. Relationship to Decedent Fiancee		17c. Mailing Address* (Street and Number, City, State, Zip Code) 114 Berry Lane	
18a. Place of Death Hospital - Inpatient				18b. Facility Name (If not institution, give street & number) CHILDREN'S HOSPITAL MEDICAL CENTER			
18c. City or Town, State and Zip Code CINCINNATI, OH 45229				18d. County of Death HAMILTON			
19. Signature of Funeral Service Licensee or Other Agent [Signature]				20. License Number (of licensee) 009390		21. Name and Complete Address of Funeral Facility MCCALL FUNERAL HOME	
22a. Method of Disposition Cremation				22b. Date of Disposition October 30, 2014		22c. Location (City/Town and State) CINCINNATI, OH	
22d. Place of Disposition (Name of Cemetery, Crematory, or other place) Cincinnati Cremation Co.				22e. Complete Address of Disposition 3800 READING RD CINCINNATI, OH 45229			
23a. Registrar's Signature Camille Jones MD				24. Date Filed SEP 26 2014			
25a. Name of Person Issuing Burial Permit JONES, CAMILLE				25b. District No. 3101		25c. Date Burial Permit Issued SEP 26 2014	
26a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place and due to the cause(s) and manner stated.							
26b. Time of Death 1433		26c. Date Pronounced Dead (Mo/Day/Year) 9/24/14		26d. Was cause referred to coroner? Yes			
26e. Signature and Title of Certifier [Signature]		26f. License number 35.121415		26g. Date Signed 9/26/14			
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death LAURA ANN KITZMILLER, 3333 Burnet Avenue CINCINNATI, OH 45229							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death)		a. Septic shock					
Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as Consequence of) fungal infection					
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		c. Due to (or as Consequence of) bone marrow transplant					
		d. Due to (or as Consequence of) Wiskott-Aldrich					
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
29a. Was An Autopsy Performed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable					
30. Did Tobacco Use Contribute to Death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Probably		31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide		32b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe how injury occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:			

HSA 2124 Rev. 01/07

THE REGISTRY THIS
DOCUMENT IS A EXACT
COPY OF THE RECORD ON FILE WITH
THE OHIO DEPT. OF HEALTH.

SP 26 14 335162

Exhibit “F”

MetLife

P O BOX 30074
TAMPA FL 33630-3074

MCGOVERN ALAN
114 BERRY LANE
FEASTERVILLE PA 19053

THE ATTACHED CHECK REPRESENTS A REFUND DUE TO A DECLINATION NOTICE.

SEP 30 2014

65091 (11/05)

Detach stub before cashing.

MetLife

P O BOX 30074
TAMPA FL 33630-3074

Metropolitan Life Insurance Company 50-987/213

Pay to the Order of:

GOVERN, ALAN
4 BERRY LANE
FEASTERVILLE PA 19053

Morgan Chase Bank, N.A.
40 Tarbell Road
Racine NY 13206

Type of Payment		Check Number
300	REFUND-D	202046220
OFFICE 56H	AGENCY 029	001427959
20500001		Not Valid Before 09/26/2014
		Amount Dollars Cents
		\$****503*39



©1999 United Feature Syndicate, Inc.

M. Schel
AUTHORIZED SIGNATURE

Exhibit “G”



THOMAS A. MUSI, JR.
WILLIAM E. MALONE, JR.
RICHARD C. DAUBENBERGER
STEVEN M. PACILLO
C. CURTIS NORCINI
LUCAS A. CLARK, IV
CHRISTOPHER M. BROWN
DENNIS C. COYNE
RACHEL L. MYERS
ANDREW M. PATRICK

October 26, 2015

VIA FIRST CLASS MAIL

Metropolitan Life Insurance Company
200 Park Ave.
New York, NY 10166

MetLife
P.O. Box 20074
Tampa, FL 33630-3074

MetLife
P.O. Box 354 00795
Warwick, RI 02887-0354

**RE: Life Insurance of Alan F. McGovern, Deceased
D.O.B. Sept. 24, 2014
MetLife Contract/Policy Number 214102327**

Dear MetLife:

This office represents Allison Maurer, individually and as Executrix of the Estate of Alan F. McGovern, deceased ("Decedent"). Enclosed is a copy of Mr. McGovern's death certificate for your reference. We are requesting that the death benefit of the above-referenced contract/policy number be remitted to Allison Maurer whom we understand to be the beneficiary of said policy based upon the following:

1. Decedent was placed on personal leave of absence from his job at Lowe's ("Employer") effective February 25, 2014. A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "A."
2. By letter dated July 25, 2014, Employer advised Decedent that his benefits would be terminated effective August 14, 2014 and further directed Decedent to continue or convert his coverage of Basic Life, Supplemental Life Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting MetLife. A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "B."
3. On or about August 28, 2014, MetLife Financial Services Representative Kevin Crowley ("MetLife Rep") met with the Decedent's agent under power of attorney/fiancé, Allison Maurer ("Agent") and provided Agent the necessary paperwork and explained how to complete said paperwork.
4. On or about September 4, 2014, MetLife Rep contacted Agent via text-messaging to determine if Agent had any questions regarding the paperwork to which Agent responded she

MUSI, MALONE & DAUBENBERGER, LLP

ATTORNEYS AT LAW

21 WEST THIRD STREET, MEDIA, PA 19063 • P: 610.891.8806 • F: 610.891.8807
1735 MARKET STREET, SUITE A-534, PHILADELPHIA, PA 19103 • P: 215.940.8806 • F: 215-940-2837
310 NORTH HIGH STREET, WEST CHESTER, PA 19380 • P: 610.692.8806 • F: 610-692-3515
WWW.MMDLAWFIRM.COM

intended to review the paperwork with Decedent to discuss the amount of the policy and the payment amount.

5. On or about September 5, 2014, via text message Agent informed MetLife Rep that she had completed the paperwork and informed MetLife Rep that the policy was for \$399,000.00 Supplemental Term Life and \$50,000.00 of Life insurance, to which MetLife Rep requested the paperwork be sent to his personal residence for review before submission to ensure that everything was filled out correctly.

6. On or about September 12, 2014, via text message MetLife Rep asked Agent whether the paperwork was mailed yet, also stating "just want to make sure there are no deadlines to get the coverage," to which Agent responded the paperwork should be in the mail.

7. On or about September 14, 2014, via text message MetLife Rep indicated to Agent that he was running the numbers for Decedent for \$449,000.00 and needed Decedent's date of birth again. Shortly thereafter MetLife Rep emailed the payment amount to Agent and Agent told MetLife Rep she needed to see if she could afford a lump sum or if she was only able to afford monthly payments of the premium.

8. On or about September 15, 2014, via text message MetLife Rep confirmed he received the application in the mail but he needed the following: "Couple things, Going to need a copy of the POA (email me if you can). Also need to put something down for his net worth (just something more than 0). I was going to put you down as the beneficiary -- is that correct? If so send me your DOB. Last thing, I need to get my hands of the letter Lowes sent to Alan about the life insurance offer. I tried to get my hands on this, but was told only get from Lowes. Sorry for the long email..."

Agent replied via text message:

"I might need your assistance to figure out his net worth since almost everything is in my name but a car we share and a truck he has been working that really doesn't have a cash value. He isn't working but gets a check every month for long term and I Will be filing for ss this week. And any saving is in both out names that I will be using to pay for the policy.

I have the original with me so. I will see if I can get it sent to you some how. Does it have to be a scanned document?

Yes I am the beneficiary. Allison Marie Maurer My DOB is 7 6 1982

I can forward you the email. That was sent to me from the area HR about the benefits. Would that work?"

To which MetLife Rep replied -- "Ok., for net worth I'll put down 10k (need to put something down). For the POA, if easier to fax then send to 610 832 3791. Not sure about the email, but send it to me and I'll see if they will take."

9. On or about September 16, 2014, MetLife Rep via text message asked Agent, "Do you think emailing or faxing POA? Just want to make sure I get... I was going to send in Alan's Application today. Thanks".

10. Agent responded by informing MetLife Rep that she was going to talk to Decedent's Social Worker today to assist her with getting the POA sent over to him that day. Agent also expressed her concern that she felt his net worth was rather high at \$10k and more likely Decedent was possibly even negative.

11. MetLife Rep stated "It's OK -- not going to ask for any proof of this..." Agent responded that this was his [MetLife Rep's] world so she trusts him with what needs to be filled out involving the net worth on the application.

12. MetLife Rep later that day via text indicated that he was "Submitting everything now, any chance in forward me the email from HR?" Agent was able to forward the email within approximately 15 minutes and asked MetLife Rep if there was anything else that was needed.

13. MetLife Rep replied "The only thing I can think of is the separation letter from MetLife thru Lowes -- trying to get around with the email. If you have a minute, give me a call."

14. Thereafter MetLife Rep and Agent discussed taking a direct payment out of their bank account to ensure that they have coverage retroactive, said payment was withdrawn by MetLife and applied to contract 214102327. A true and correct copy the confirmation letter from MetLife dated September 19, 2014 is attached hereto and incorporated herein marked as Exhibit "C."

15. Payment cleared out of Agent's personal checking account on September 19, 2014.

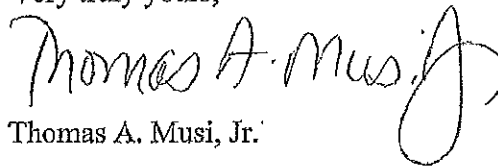
16. Decedent died on September 24, 2014 with the policy in effect. A true and correct copy of the death certificate is attached hereto and incorporated herein marked as Exhibit "D."

17. By letter dated September 30, 2014, six (6) days after decedent's death and eleven (11) days after accepting the premium tendered by Agent, MetLife cancelled the policy and attached Check Number 202046220 representing "a refund due to a declination notice". Said check was not accepted by Agent. A true and correct copy of said check is attached hereto and incorporated herein marked as Exhibit "E." A copy of decedent's death certificate and short certificate are also attached as Exhibits "F" and "G", respectively.

The submission of the completed application and the subsequent clearing of payment to MetLife for the premium constitutes an offer, acceptance and consideration giving rise to a contract between Decedent and MetLife. Thus we are requesting the death benefit of \$449,000.00 of the above-referenced policy be remitted to the designated beneficiary or, in the absence thereof, to the Estate of Alan McGovern. Kindly do so within the next twenty (20) days or we will seek compulsion through the courts plus all additional relief as the court deems fit.

Thank you for your kind attention to the above.

Very truly yours,

A handwritten signature in cursive script, reading "Thomas A. Musi, Jr.", with a large, stylized flourish at the end.

Thomas A. Musi, Jr.

TAM/CMB/enf

Enclosures

cc: Christopher M. Brown

EXHIBIT “A”



March 01, 2014

Alan McGovern
114 Berry Lane

Trevose, PA 19053

Location: -1980
Hire Date: 03-17-2008
Position: Account Exec Pro Services
Emp Class: Full/Reg
Sales ID: 001264518

Dear Alan,

You have been placed on a personal leave of absence from your job at Lowe's effective 02-15-2014. During the period of your approved leave, you must maintain regular contact with your supervisor, at least bi-weekly. Failure to maintain contact or to return at the end of the approved leave may result in termination of employment. In certain situations, additional leave may be requested. If you request an extension of an approved leave, you must provide appropriate justification for the leave request; however, the normal maximum period of leave is 365 days, absent an accommodation for a qualifying condition. Besides requesting an extension of your leave, other accommodations may include (but are not limited to) modifications to assist you to perform your job duties or reassignment to an open and available position. If you have a qualifying condition, you may request an ADA accommodation at any time during your leave of absence by contacting HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535. At the end of your approved leave of absence, Lowe's will consider you for return to work; however, Lowe's does not guarantee that it will be able to re-employ you in the position you held prior to your leave. You may apply for any open position for which you are qualified, either at the location in which you previously worked or at another Lowe's location.

Your insured benefits will automatically be continued during any period of leave unless you elect otherwise. The maximum period you may continue Lowe's group insurance benefits during any absence is 180 days. You will be required to pay your portion of all group insurance premiums (health, dental, vision, life, disability and Health FSA), if any, that you continue during your leave of absence. You will be billed for each bi-weekly pay period at your home address for your portion of the group insurance premiums by Lowe's vendor Key Benefit Administrators (KBA). If payment is not made timely to KBA, your group insurance benefits will be cancelled. You will be notified in writing in advance of the termination of benefits. Please note that you will not be eligible for continuation of coverage through COBRA if your benefits are terminated for non-payment of premiums. If you do not receive a statement from KBA within four weeks, call KBA at 1-888-309-8232. If you are participating in the auto/home insurance or long-term care insurance plan options, contact MetLife at 1-800-438-6388 to arrange for payment of your premiums while on leave. If you have questions concerning continuation of benefits while on leave, contact your Location HR Manager/Coach, CSC Departmental Manager or Lowe's HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535.

If you are a part time employee enrolled in the Limited Benefit Health Plan, you are still responsible for the premium payments if you want your coverage to remain in force. For all options you still need to pay premiums directly to Allstate Workplace Division to avoid a lapse in coverage. You can contact Allstate Workplace Division at 1-866-510-5859.

If you do not wish to continue insured benefits while on a leave of absence, complete the cancellation request attached, and return it to the address noted within 31 days of the start of your leave. Please note that by cancelling any one of the group insurance options, your enrollment, if any, in the life insurance, personal accident insurance, long-term disability, pre-paid legal, auto/home insurance, and long-term care insurance plan options will also end. You will have the option to re-enroll in these plan options if you return to active

status from leave within 365 days of the start of your leave. However, please note that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

Your participation in the dependent care flexible spending account, if any, will be automatically suspended as of the start of your leave of absence. Upon return to active status you may restart your dependent care FSA by contacting Wage Works, the plan administrator at 1-877-924-3967, or by visiting myloweslife.com.

While on leave, your employee discount card will be in effect for a maximum of 90 days.

A leave of absence of any kind will not be counted towards bonus eligibility under any of the company's incentive programs. Incentives and bonus payments are prorated for the number of days in active status while in a bonus eligible position. Please consult the applicable incentive program document for further information.

For more comprehensive information on benefits while on leave, please refer to the summary plan description located in "Foundations for Success" available on myloweslife.com or review Lowe's Personal Leave policy. If you have any questions about your benefits, contact Lowe's HR Shared Services at 1-888-HRINPO5 or 1-336-658-3535. If you have any questions about your return from leave, contact your HR Manager/Coach or CSC Departmental Manager.

Sincerely,

Lowe's Group Benefits Department

COMPLETE AND MAIL THIS SECTION ONLY IF YOU WISH TO CANCEL INSURED BENEFIT COVERAGES.

I do not wish to continue any insurance benefits beyond my last day worked. I understand that I will have the option of re-enrolling in these plan options if I return to active status from leave within 365 days of the start of my leave and I reapply within 31 days of returning to work. I further understand that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

To cancel benefits, the postmark date must be within 31 days of the start of the leave. The effective date of cancellation will be the postmark date of the correspondence containing the cancellation form.

Printed Name		Sales ID Number
Location Number	Date	Signature
Return to: Lowe's HR Shared Services, Mail Code PRN2 1605 Curtis Bridge Rd. Wilkesboro, NC 28697		
		F1-Personal

Note: Employees who have not returned to work after 365 days of absence are subject to termination absent an accommodation for a qualifying condition.

EXHIBIT “B”



July 25, 2014

Location: 1980

Alan Francis McGovern
114 Berry Lane
Trevose, PA 19053

Dear Alan,

WARNING LETTER

The maximum duration of Lowe's benefits continuation during an approved absence is 180 days which is counted from your first day of absence. Your benefits will be terminated effective 08/14/2014 unless you return to work prior to this date.

After the exhaustion of the 180 day period, you can continue your Group Medical, Dental, and Vision Options coverage, and participation in the Health Flexible Spending Account through COBRA. You will receive a COBRA packet in the mail at your home address or you can contact Key Benefit Administrators at 888-309-8232.

You can also continue or convert your coverage under the Basic Life, Supplemental Life Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting MetLife at 800-438-6388.

If you return from a leave of absence after 180 days, you will not be able to enroll for benefits until the next annual enrollment period, with such enrollment being effective January 1 of the next following plan year.

Please direct questions regarding this notice to your location's HR Manager/Coach or CSC Representative. You may also call HR Shared Services at 1-888-HRINFO5 (474-6365).

Sincerely,
Lowe's Benefits Department

EXHIBIT “C”

Metropolitan Life Insurance Company
P.O. Box 354 00795
Warwick, RI 02887-0354

MetLife

September 19, 2014

ALAN F MCGOVERN
114 BERRY LANE
FEASTERVILLE, PA 19053

RE: Electronic Payment (EP) Number 50001507604

Special Draft

We drafted \$503.39 on Sept 19, 2014 and applied this amount to the contract(s) below:

<u>Legal Company Name</u>	<u>Contract/Policy Number</u>	<u>Payment Type</u>	<u>Amount</u>
Metropolitan Life Insurance Company	214102327	INITIAL PREMIUM	\$503.39

If your address has changed, please complete the "Change of Address" section on the lower portion of this letter and return it to the above address.

If you have any questions about the agreement, please contact your representative or call our automated directory at 1-800-638-5433 Monday through Friday between 9 a.m. and 6 p.m., ET.

Sincerely,

Koshier Miller

Koshier Miller
Remittance Reconciliation Unit

If you intend to close your bank account, please leave enough funds to cover payment for one month and inform us so the appropriate changes can be made to your account.

Detach

Detach

Change of Address

Please print your new address below and return this portion to the address above.

EP Number: 50001507604

ALAN F MCGOVERN

Bank Account Owner's Name

Street

City

State

Zip code

Note: Changes to bank information requires a new EP Account Agreement form.

EXHIBIT “D”

Reg. Dist. No. 31
 Primary Reg. Dist. No. 3101
 Registrar's No. 2014002960

Ohio Department of Health
 VITAL STATISTICS

State File No. 2014083065

CERTIFICATE OF DEATH

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include ALL if any First Middle, LAST, suffix) ALAN FRANCIS MCGOVERN JR				2. Sex Male		3. Date of Death (Mo/Day/Year) September 24, 2014	
4. Social Security Number [REDACTED]		5a. Age (Years) 30		5b. Under 1 Year Months Days		5c. Under 1 day Hours Minutes	
6. Date of Birth (Mo/Day/Year) July 13, 1984		7. Birthplace (City and State or Foreign Country) BRISTOL, PENNSYLVANIA					
8a. Residence State PENNSYLVANIA		8b. County BUCKS		8c. City or Town Feasterville		8d. Zipcode 19053	
8e. Street and Number 114 Berry Lane		8f. Inside City Limits? No					
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Never Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage)			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No		14. Decedent's Race White			
15. Father's Name ALAN FRANCIS MCGOVERN SR		16. Mother's Name (prior to first marriage) JANICE ELLEN STINSON					
17a. Informant's Name ALLISON MARIE MAURER		17b. Relationship to Decedent Fiancee		17c. Mailing Address (Street and Number, city, state, zip code) 114 Berry Lane Feasterville, PENNSYLVANIA 19053			
18a. Place of Death Hospital - Inpatient		18b. Facility Name (If in institution, give street & number) CHILDREN'S HOSPITAL MEDICAL CENTER		18c. City or Town, State and Zip Code CINCINNATI, OH 45229		18d. County of Death HAMILTON	
19. Signature of Medical Service Licensee or Other Agent <i>[Signature]</i>		20. License Number (of licensee) 009380		21. Name and Complete Address of Funeral Facility MCCALL FUNERAL HOME 3800 READING RD CINCINNATI, OH 45229			
22a. Method of Disposition Cremation		22b. Date of Disposition October 30, 2014					
22c. Place of Disposition (Name or Company, Crematory, or other place) Cincinnati Cremation Co.		22d. Location (City/Town and State) CINCINNATI, OH					
23. Registrar's Signature <i>[Signature]</i>		24. Date Filed SEP 26 2014					
25a. Name of Person Issuing Burial Permit JONES, CAMILIE		25b. District No. 3101		25c. Date Burial Permit Issued SEP 26 2014			
26a. Certifier (Check only one)		<input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the extent of and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.					
26b. Time of Death 1433		26c. Date Pronounced Dead (Mo/Day/Year) 9/24/14		26d. Was case referred to coroner? Yes			
27a. Signature and Title of Certifier <i>[Signature]</i>		27b. License number 35.121415		27c. Date Signed 9/26/14			
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death LAURA ANN KITZMILLER, 3833 Burnet Avenue CINCINNATI, OH 45229							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (final disease or condition resulting in death)		a. Septic shock					
Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as consequence of) fungal infection					
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		c. Due to (or as consequence of) bone marrow transplant					
		d. Due to (or as consequence of) Wiskott-Aldrich					
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
30. Did Tobacco Use Contribute to Death? <input checked="" type="checkbox"/> No		31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide		33. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other			

HR 2734 Rev. 01/07

I HEREBY CERTIFY THIS
 DOCUMENT IS AN EXACT
 COPY OF THE RECORD ON FILE WITH
 THE OHIO DEPT. OF HEALTH.

SP 26 14 335162

EXHIBIT “E”

MetLifeP O BOX 30074
TAMPA FL 33630-3074MCGOVERN ALAN
114 BERRY LANE
FEASTERVILLE PA 19053

THE ATTACHED CHECK REPRESENTS A REFUND DUE TO A DECLINATION NOTICE.

SEP 30 2014

XC01265082 (1/1/05)

Detach stub before cashing

MetLife
P O BOX 30074
TAMPA FL 33630-3074

Metropolitan Life Insurance Company		BO-597/213	0-999 (05/22)	619
Type of Payment		Check Number		
300 REFUND-D		202046220		
OFFICE 56H	AGENCY 023	001427953		
20500001				
Pay to the Order of		Not Valid Before 09/26/2014		
MCGOVERN, ALAN 114 BERRY LANE FEASTERVILLE PA 19053		Amount Dollars Cents \$*****503*39		

JPMorgan Chase Bank, N.A.
6040 Tarbell Road
Syracuse NY 13206

© 1955 United Feature Syndicate, Inc.



AUTHORIZED SIGNATURE

EXHIBIT “F”

Reg. Dist. No. 31

Ohio Department of Health

VITAL STATISTICS

Primary Reg. Dist. No. 3101

CERTIFICATE OF DEATH

State File No. 2014083065

Registrar's No. 2014002960

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) ALAN FRANCIS MCGOVERN JR				2. Sex Male		3. Date of Death (Mo/Day/Year) September 24, 2014	
4. Social Security Number [REDACTED]	5a. Age (Years) 30	5b. Under 1 Year Months Days	5c. Under 1 day Hours Minutes	6. Date of Birth (Mo/Day/Year) July 13, 1984		7. Birthplace (City and State or Foreign Country) BRISTOL, PENNSYLVANIA	
8a. Residence State PENNSYLVANIA		8b. County BUCKS		8c. City or Town Feasterville		8d. Apt. No. 18053	
8e. Street and Number 114 Berry Lane		8f. Inside City Limits? No					
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Never Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage)			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No		14. Decedent's Race White			
15. Father's Name ALAN FRANCIS MCGOVERN SR				16. Mother's Name (prior to first marriage) JANICE ELLEN STINSON			
17a. Informant's Name ALLISON MARIE MAURER				17b. Relationship to Decedent Fiancee		17c. Mailing Address (Street and Number, City, State, Zip Code) 114 Berry Lane	
18a. Place of Death Hospital - Inpatient				18b. Facility Name (If not institution, give street & number) CHILDREN'S HOSPITAL MEDICAL CENTER			
18c. City or Town, State and Zip Code CINCINNATI, OH 45229				18d. County of Death HAMILTON			
19. Signature of Funeral Service Representative (Agent) [Signature]				20. License Number (of licensee) 009390		21. Name and Complete Address of Funeral Facility MCCALL FUNERAL HOME	
22a. Method of Disposition Cremation				22b. Date of Disposition October 30, 2014		22c. Location (City/Town and State) CINCINNATI, OH	
22d. Place of Disposition (Name of Cemetery, Crematory, or other place) Cincinnati Cremation Co.				22e. Complete Address of Disposition 3800 READING RD CINCINNATI, OH 45229			
23. Registrar's Signature Camille Jones MD				24. Date Filed SEP 26 2014		25. Date of Death SEP 26 2014	
26a. Name of Person Issuing Burial Permit JONES, CAMILLE				26b. District No. 3101		26c. Date Burial Permit Issued SEP 26 2014	
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death LAURA ANN KITZMILLER, 3333 Burnet Avenue CINCINNATI, OH 45229							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death)		a. Due to (or as Consequence of) Septic Shock					
Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as Consequence of) fungal infection					
Underlying Cause (Disease or injury that initiated events resulting in death)		c. Due to (or as Consequence of) bone marrow transplant					
		d. Due to (or as Consequence of) Wiskott-Aldrich					
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
30. Did Tobacco Use Contribute to Death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No				31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year			
32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide				33. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable			
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:			

HSA 2724 Rev. 01/07

I HEREBY CERTIFY THIS
DOCUMENT IS AN EXACT
COPY OF THE RECORD ON FILE WITH
THE OHIO DEPARTMENT OF HEALTH.

SP 26 14 083065

EXHIBIT “G”



DONALD PETRILLE, JR., ESQUIRE

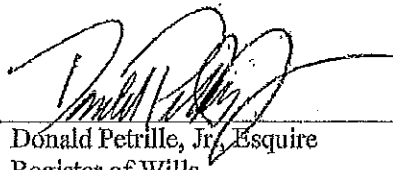
Register of Wills and Clerk of the Orphans' Court
Bucks County Administration Building
55 E. Court Street, Doylestown, PA 18901

SHORT CERTIFICATE

Commonwealth of Pennsylvania :
County of Bucks : ss

I, **DONALD PETRILLE, JR., ESQUIRE**, Register of Wills in and for the County of Bucks, in the Commonwealth of Pennsylvania, DO HEREBY CERTIFY that on this **29th** of September, 2014, **LETTERS TESTAMENTARY**, on the Estate of **ALAN FRANCIS MCGOVERN JR, AKA ALAN MCGOVERN JR**, deceased were granted to **ALLISON M. MAURER** having first been qualified well and truly to administer the same. And, I further certify that no revocation of said Letters appears of record in my office.

Given under my hand and seal of office this **10th day of August, 2015**.

By: 
Donald Petrille, Jr., Esquire
Register of Wills

Date of Death: **September 24, 2014**

Social Security No.: **172-70-9793**

File No.: **2014-02391**

NOT VALID WITHOUT SIGNATURE AND IMPRESSED SEAL

Exhibit “H”



Metropolitan Life Insurance Company
Group Life Claims
P.O. Box 6100
Scranton, PA 18505
NOT FOR SERVICE OF LEGAL PROCESS

December 11, 2015

Musi, Malone & Daubenberger, LLP
Thomas A. Musi Jr., Attorney
21 West Third St.
Media, PA 19063

RE: Plan Participant: Alan F. McGovern (decedent)
Plan Name & Group No.: Lowe's Companies / 0121189 (Basic Life & Optional Life Insurance)
Claim No.: 21511003175
Your Client: Allison Maurer

Dear Attorney Musi:

We are writing in regard to the above-referenced claim for Group Life insurance benefits. Please accept our sincere condolences at this time.

We have received your correspondence, but the insurance you have inquired about is not payable for the following reason.

The Plan is an employee welfare benefit plan regulated by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §§ 1001-1461. MetLife, as claims fiduciary, must administer claims in accordance with ERISA and the documents and instruments governing the Plan.

This group policy ended on December 31, 2013 and it is our understanding that Lowe's Companies moved the group life insurance plan to another carrier on January 1, 2014. The decedent was last actively at work on February 15, 2014 and passed away on September 24, 2014, which was after the group policy cancelled with MetLife. Therefore, benefits are not payable under the group policy. You may wish to contact Lowe's Companies for further information.

Therefore, based on the record before MetLife, we must deny your client's claim.

Under ERISA, you have the right to appeal this decision **within sixty (60) days** after the receipt of this letter. To do so, you must submit a written request for appeal to MetLife at P.O. Box 6100, Scranton, PA 18505. Please include in your appeal letter the reason(s) you believe the claim was improperly denied, and submit any additional comments, documents, records or other information relating to your claim that you deem appropriate to enable MetLife to give your

appeal proper consideration. Upon your written request, MetLife will provide you with a copy of the records and/or reports that are relevant to your claim.

MetLife Group Life Claim Appeal Committee will carefully evaluate all the information and advise the claimant of its decision within sixty (60) days after the receipt of the appeal. If there are special circumstances requiring additional time to complete the review, we may take up to an additional sixty (60) days, but only after notifying the claimant of the special circumstances in writing. In the event the appeal is denied in whole or in part, the claimant has the right to bring a civil action under Section 502(a) of ERISA.

If you would like us to reconsider your client's claim, in support of your appeal, please provide us with any information that would demonstrate reason for appeal.

If you have any questions, please contact our office at 315-792-6843.

Sincerely,

Group Life Claim Examiner
Group Life Claims Operations

Exhibit “I”



THOMAS A. MUSI, JR.
WILLIAM E. MALONE, JR.
RICHARD C. DAUBENBERGER
STEVEN M. PACILLO
C. CURTIS NORCINI
LUCAS A. CLARK, IV
CHRISTOPHER M. BROWN
DENNIS C. COYNE
RACHEL L. MYERS
ANDREW M. PATRICK

January 15, 2016

VIA CERTIFIED MAIL R/R/R

MetLife
P.O. Box 6100
Scranton, PA 18505

RE: Appeal
Insured: Alan F. McGovern (decedent)
Claim No.: 2151003175
Our Client: Allison Maurer

Dear MetLife:

I am writing in response to your December 11, 2015 correspondence. A copy of said letter is attached as Exhibit "1". In support of our reasoning as to why the claim should not have been denied, I re-submit with all referenced attachments therein the correspondence sent by this firm on behalf of Ms. Maurer on October 26, 2015 identified as Exhibit "2".

In Exhibit "1", MetLife alleges denial is appropriate because decedent's employer ended its group policy with MetLife on December 31, 2013, prior to the decedent's last day of work and date of death. This position is irrelevant based upon the course of conduct engaged in by and between Ms. Maurer acting as Agent under Power of Attorney over Mr. McGovern and MetLife set forth in Exhibit "2". The decedent and his agent contacted MetLife as prompted by the employer, MetLife's representative proceeded to enter into a contract and accepted consideration for said contracted life insurance policy with a death benefit of \$449,000.00. At no time prior to the acceptance of consideration was Mr. McGovern or Ms. Maurer advised of the group policy dynamics now being asserted by MetLife to deny the claim. Ms. Maurer and Mr. McGovern paid the premium, the premium amount left Ms. Maurer's account, and as of that moment a contract existed that, unless paid, is breached.

Please consider this additionally a formal request for all records and/or reports relevant to this claim. Our next application will be to the Pennsylvania Insurance Commission.

Thank you for your kind attention to the above.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'TAM', with a stylized flourish at the end.

Thomas A. Musi, Jr., Esquire

TAM/CMB/pjh
cc: Christopher M. Brown, Esquire
Alison Maurer

MUSI, MALONE & DAUBENBERGER, LLP

ATTORNEYS AT LAW

21 WEST THIRD STREET, MEDIA, PA 19063 • P: 610.891.8806 • F: 610.891.8807
1735 MARKET STREET, SUITE A-534, PHILADELPHIA, PA 19103 • P: 215.940.8806 • F: 215-940-2837
310 NORTH HIGH STREET, WEST CHESTER, PA 19380 • P: 610.692.8806 • F: 610-692-3515
WWW.MMDLAWFIRM.COM

EXHIBIT “1”



Metropolitan Life Insurance Company
Group Life Claims
P.O. Box 6100
Scranton, PA 18505
NOT FOR SERVICE OF LEGAL PROCESS

December 11, 2015

Musi, Malone & Daubenberger, LLP
Thomas A. Musi Jr., Attorney
21 West Third St.
Media, PA 19063

RE: Plan Participant: Alan F. McGovern (decedent)
Plan Name & Group No.: Lowe's Companies / 0121189 (Basic Life & Optional Life Insurance)
Claim No.: 21511003175
Your Client: Allison Maurer

Dear Attorney Musi:

We are writing in regard to the above-referenced claim for Group Life insurance benefits. Please accept our sincere condolences at this time.

We have received your correspondence, but the insurance you have inquired about is not payable for the following reason.

The Plan is an employee welfare benefit plan regulated by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §§ 1001-1461. MetLife, as claims fiduciary, must administer claims in accordance with ERISA and the documents and instruments governing the Plan.

This group policy ended on December 31, 2013 and it is our understanding that Lowe's Companies moved the group life insurance plan to another carrier on January 1, 2014. The decedent was last actively at work on February 15, 2014 and passed away on September 24, 2014, which was after the group policy cancelled with MetLife. Therefore, benefits are not payable under the group policy. You may wish to contact Lowe's Companies for further information.

Therefore, based on the record before MetLife, we must deny your client's claim.

Under ERISA, you have the right to appeal this decision **within sixty (60) days** after the receipt of this letter. To do so, you must submit a written request for appeal to MetLife at P.O. Box 6100, Scranton, PA 18505. Please include in your appeal letter the reason(s) you believe the claim was improperly denied, and submit any additional comments, documents, records or other information relating to your claim that you deem appropriate to enable MetLife to give your

appeal proper consideration. Upon your written request, MetLife will provide you with a copy of the records and/or reports that are relevant to your claim.

MetLife Group Life Claim Appeal Committee will carefully evaluate all the information and advise the claimant of its decision within sixty (60) days after the receipt of the appeal. If there are special circumstances requiring additional time to complete the review, we may take up to an additional sixty (60) days, but only after notifying the claimant of the special circumstances in writing. In the event the appeal is denied in whole or in part, the claimant has the right to bring a civil action under Section 502(a) of ERISA.

If you would like us to reconsider your client's claim, in support of your appeal, please provide us with any information that would demonstrate reason for appeal.

If you have any questions, please contact our office at 315-792-6843.

Sincerely,

Group Life Claim Examiner
Group Life Claims Operations

EXHIBIT “2”



THOMAS A. MUSI, JR.
WILLIAM E. MALONE, JR.
RICHARD C. DAUBENBERGER
STEVEN M. PACILLO
C. CURTIS NORGINI
LUCAS A. CLARK, IV
CHRISTOPHER M. BROWN
DENNIS C. COYNE
RACHEL L. MYERS
ANDREW M. PATRICK

October 26, 2015

VIA FIRST CLASS MAIL

Metropolitan Life Insurance Company
200 Park Ave.
New York, NY 10166

MetLife
P.O. Box 20074
Tampa, FL 33630-3074

MetLife
P.O. Box 354 00795
Warwick, RI 02887-0354

RE: Life Insurance of Alan F. McGovern, Deceased
D.O.D. Sept. 24, 2014
MetLife Contract/Policy Number 214102327

Dear MetLife:

This office represents Allison Maurer, individually and as Executrix of the Estate of Alan F. McGovern, deceased ("Decedent"). Enclosed is a copy of Mr. McGovern's death certificate for your reference. We are requesting that the death benefit of the above-referenced contract/policy number be remitted to Allison Maurer whom we understand to be the beneficiary of said policy based upon the following:

1. Decedent was placed on personal leave of absence from his job at Lowe's ("Employer") effective February 25, 2014. A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "A."
2. By letter dated July 25, 2014, Employer advised Decedent that his benefits would be terminated effective August 14, 2014 and further directed Decedent to continue or convert his coverage of Basic Life, Supplemental Life Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting MetLife. A true and correct copy of said letter is attached hereto and incorporated herein marked as Exhibit "B."
3. On or about August 28, 2014, MetLife Financial Services Representative Kevin Crowley ("MetLife Rep") met with the Decedent's agent under power of attorney/fiancé, Allison Maurer ("Agent") and provided Agent the necessary paperwork and explained how to complete said paperwork.
4. On or about September 4, 2014, MetLife Rep contacted Agent via text-messaging to determine if Agent had any questions regarding the paperwork to which Agent responded she

MUSI, MALONE & DAUBENBERGER, LLP

ATTORNEYS AT LAW

21 WEST THIRD STREET, MEDIA, PA 19063 • P: 610.891.8806 • F: 610.891.8807
1735 MARKET STREET, SUITE A-B34, PHILADELPHIA, PA 19103 • P: 215.940.8806 • F: 215-940-2837
310 NORTH HIGH STREET, WEST CHESTER, PA 19380 • P: 610.892.8806 • F: 610-892-3515
WWW.MMDLAWFIRM.COM

intended to review the paperwork with Decedent to discuss the amount of the policy and the payment amount.

5. On or about September 5, 2014, via text message Agent informed MetLife Rep that she had completed the paperwork and informed MetLife Rep that the policy was for \$399,000.00 Supplemental Term Life and \$50,000.00 of Life insurance, to which MetLife Rep requested the paperwork be sent to his personal residence for review before submission to ensure that everything was filled out correctly.

6. On or about September 12, 2014, via text message MetLife Rep asked Agent whether the paperwork was mailed yet, also stating "just want to make sure there are no deadlines to get the coverage," to which Agent responded the paperwork should be in the mail.

7. On or about September 14, 2014, via text message MetLife Rep indicated to Agent that he was running the numbers for Decedent for \$449,000.00 and needed Decedent's date of birth again. Shortly thereafter MetLife Rep emailed the payment amount to Agent and Agent told MetLife Rep she needed to see if she could afford a lump sum or if she was only able to afford monthly payments of the premium.

8. On or about September 15, 2014, via text message MetLife Rep confirmed he received the application in the mail but he needed the following: "Couple things, Going to need a copy of the POA (email me if you can). Also need to put something down for his net worth (just something more than 0). I was going to put you down as the beneficiary -- is that correct? If so send me your DOB. Last thing, I need to get my hands of the letter Lowes sent to Alan about the life insurance offer. I tried to get my hands on this, but was told only get from Lowes. Sorry for the long email..."

Agent replied via text message:

"I might need your assistance to figure out his net worth since almost everything is in my name but a car we share and a truck he has been working that really doesn't have a cash value. He isn't working but gets a check every month for long term and I Will be filing for ss this week. And any saving is in both out names that I will be using to pay for the policy.

I have the original with me so. I will see if I can get it sent to you some how. Does it have to be a scanned document?

Yes I am the beneficiary. Allison Marie Maurer My DOB is 7 6 1982

I can forward you the email. That was sent to me from the area HR about the benefits. Would that work?"

To which MetLife Rep replied -- "Ok.. for net worth I'll put down 10k (need to put something down). For the POA, if easier to fax then send to 610 832 3791. Not sure about the email, but send it to me and I'll see if they will take."

9. On or about September 16, 2014, MetLife Rep via text message asked Agent. "Do you think emailing or faxing POA? Just want to make sure I get... I was going to send in Alan's Application today. Thanks".

10. Agent responded by informing MetLife Rep that she was going to talk to Decedent's Social Worker today to assist her with getting the POA sent over to him that day. Agent also expressed her concern that she felt his net worth was rather high at \$10k and more likely Decedent was possibly even negative.

11. MetLife Rep stated "It's OK - not going to ask for any proof of this..." Agent responded that this was his [MetLife Rep's] world so she trusts him with what needs to be filled out involving the net worth on the application.

12. MetLife Rep later that day via text indicated that he was "Submitting everything now, any chance in forward me the email from HR?" Agent was able to forward the email within approximately 15 minutes and asked MetLife Rep if there was anything else that was needed.

13. MetLife Rep replied "The only thing I can think of is the separation letter from MetLife thru Lowes - trying to get around with the email. If you have a minute, give me a call."

14. Thereafter MetLife Rep and Agent discussed taking a direct payment out of their bank account to ensure that they have coverage retroactive, said payment was withdrawn by MetLife and applied to contract 214102327. A true and correct copy the confirmation letter from MetLife dated September 19, 2014 is attached hereto and incorporated herein marked as Exhibit "C."

15. Payment cleared out of Agent's personal checking account on September 19, 2014.

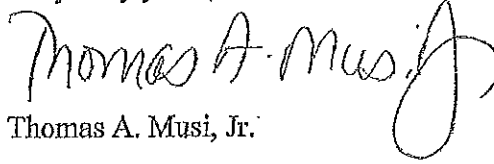
16. Decedent died on September 24, 2014 with the policy in effect. A true and correct copy of the death certificate is attached hereto and incorporated herein marked as Exhibit "D."

17. By letter dated September 30, 2014, six (6) days after decedent's death and eleven (11) days after accepting the premium tendered by Agent, MetLife cancelled the policy and attached Check Number 202046220 representing "a refund due to a declination notice". Said check was not accepted by Agent. A true and correct copy of said check is attached hereto and incorporated herein marked as Exhibit "E." A copy of decedent's death certificate and short certificate are also attached as Exhibits "F" and "G", respectively.

The submission of the completed application and the subsequent clearing of payment to MetLife for the premium constitutes an offer, acceptance and consideration giving rise to a contract between Decedent and MetLife. Thus we are requesting the death benefit of \$449,000.00 of the above-referenced policy be remitted to the designated beneficiary or, in the absence thereof, to the Estate of Alan McGovern. Kindly do so within the next twenty (20) days or we will seek compulsion through the courts plus all additional relief as the court deems fit.

Thank you for your kind attention to the above.

Very truly yours,

A handwritten signature in cursive script that reads "Thomas A. Musi, Jr." The signature is written in dark ink and is positioned above the printed name.

Thomas A. Musi, Jr.

TAM/CMB/enf

Enclosures

cc: Christopher M. Brown

EXHIBIT “A”



March 01, 2014

Alan McGovern
114 Berry Lane

Trevose, PA 19053

Location:	1980
Hire Date:	03-17-2008
Position:	Account Exec. Pro Services
Emp Class:	Full/Reg
Sales ID:	001264518

Dear Alan,

You have been placed on a personal leave of absence from your job at Lowe's effective 02-15-2014. During the period of your approved leave, you must maintain regular contact with your supervisor, at least bi-weekly. Failure to maintain contact or to return at the end of the approved leave may result in termination of employment. In certain situations, additional leave may be requested. If you request an extension of an approved leave, you must provide appropriate justification for the leave request; however, the normal maximum period of leave is 365 days, absent an accommodation for a qualifying condition. Besides requesting an extension of your leave, other accommodations may include (but are not limited to) modifications to assist you to perform your job duties or reassignment to an open and available position. If you have a qualifying condition, you may request an ADA accommodation at any time during your leave of absence by contacting HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535. At the end of your approved leave of absence, Lowe's will consider you for return to work; however, Lowe's does not guarantee that it will be able to re-employ you in the position you held prior to your leave. You may apply for any open position for which you are qualified, either at the location in which you previously worked or at another Lowe's location.

Your insured benefits will automatically be continued during any period of leave unless you elect otherwise. The maximum period you may continue Lowe's group insurance benefits during any absence is 180 days. You will be required to pay your portion of all group insurance premiums (health, dental, vision, life, disability and Health RSA), if any, that you continue during your leave of absence. You will be billed for each bi-weekly pay period at your home address for your portion of the group insurance premiums by Lowe's vendor Key Benefit Administrators (KBA). If payment is not made timely to KBA, your group insurance benefits will be cancelled. You will be notified in writing in advance of the termination of benefits. Please note that you will not be eligible for continuation of coverage through COBRA if your benefits are terminated for non-payment of premiums. If you do not receive a statement from KBA within four weeks, call KBA at 1-888-309-8232. If you are participating in the auto/home insurance or long-term care insurance plan options, contact MetLife at 1-800-438-6388 to arrange for payment of your premiums while on leave. If you have questions concerning continuation of benefits while on leave, contact your Location HR Manager/Coach, CSC Departmental Manager or Lowe's HR Shared Services at 1-888-HR-INFO5 or 1-336-658-3535.

If you are a part-time employee enrolled in the Limited Benefit Health Plan, you are still responsible for the premium payments if you want your coverage to remain in force. For all options you still need to pay premiums directly to Allstate Workplace Division to avoid a lapse in coverage. You can contact Allstate Workplace Division at 1-866-510-5859.

If you do not wish to continue insured benefits while on a leave of absence, complete the cancellation request attached, and return it to the address noted within 31 days of the start of your leave. Please note that by cancelling any one of the group insurance options, your enrollment, if any, in the life insurance, personal accident insurance, long-term disability, pre-paid legal, auto/home insurance, and long-term care insurance plan options will also end. You will have the option to re-enroll in these plan options if you return to active

status from leave within 365 days of the start of your leave. However, please note that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

Your participation in the dependent care flexible spending account, if any, will be automatically suspended as of the start of your leave of absence. Upon return to active status you may restart your dependent care FSA by contacting Wage Works, the plan administrator at 1-877-924-3967, or by visiting myloweslife.com.

While on leave, your employee discount card will be in effect for a maximum of 90 days.

A leave of absence of any kind will not be counted towards bonus eligibility under any of the company's incentive programs. Incentives and bonus payments are prorated for the number of days in active status while in a bonus eligible position. Please consult the applicable incentive program document for further information.

For more comprehensive information on benefits while on leave, please refer to the summary plan description located in "Foundations for Success" available on myloweslife.com or review Lowe's Personal Leave policy. If you have any questions about your benefits, contact Lowe's HR Shared Services at 1-888-HR-INFO or 1-336-858-3535. If you have any questions about your return from leave, contact your HR Manager/Coach or ESC Departmental Manager.

Sincerely,

Lowe's Group Benefits Department

COMPLETE AND MAIL THIS SECTION ONLY IF YOU WISH TO CANCEL INSURED BENEFIT COVERAGES.

I do not wish to continue any insurance benefits beyond my last day worked. I understand that I will have the option of re-enrolling in these plan options if I return to active status from leave within 365 days of the start of my leave and I reapply within 31 days of returning to work. I further understand that re-enrollment in the life insurance, long-term disability, and long-term care insurance plan options are subject to approval by the applicable plan underwriter.

To cancel benefits, the postmark date must be within 31 days of the start of the leave. The effective date of cancellation will be the postmark date of the correspondence containing the cancellation form.

Printed Name

Sales ID Number

Location Number

Date

Signature

Return to: Lowe's HR Shared Services, Mail Code PRN2
1605 Curtis Bridge Rd.
Wilkesboro, NC 28697

F1-Personal

Note: Employees who have not returned to work after 365 days of absence are subject to termination absent an accommodation for a qualifying condition.

EXHIBIT “B”



July 25, 2014

Location: 1980

Alan Francis McGovern
114 Berry Lane
Trevose, PA 19053

Dear Alan,

WARNING LETTER

The maximum duration of Lowe's benefits continuation during an approved absence is 180 days which is counted from your first day of absence. Your benefits will be terminated effective 08/14/2014 unless you return to work prior to this date.

After the exhaustion of the 180 day period, you can continue your Group Medical, Dental, and Vision Options coverage, and participation in the Health Flexible Spending Account through COBRA. You will receive a COBRA packet in the mail at your home address or you can contact Key Benefit Administrators at 888-309-8232.

You can also continue or convert your coverage under the Basic Life, Supplemental Life Dependent Life, Personal Accident, and Long Term Care Plan Options by contacting MetLife at 800-438-6388.

If you return from a leave of absence after 180 days, you will not be able to enroll for benefits until the next annual enrollment period, with such enrollment being effective January 1 of the next following plan year.

Please direct questions regarding this notice to your location's HR Manager/Coach or CSC Representative. You may also call HR Shared Services at 1-888-HRINFO5 (474-6365).

Sincerely,
Lowe's Benefits Department

EXHIBIT “C”

Metropolitan Life Insurance Company
P.O. Box 354 00796
Warwick, RI 02887-0354

MetLife®

September 19, 2014

ALAN F MCGOVERN
114 BERRY LANE
FEASTERVILLE, PA 19053

RE: Electronic Payment (EP) Number 50001507604.

Special Draft

We drafted \$503.39 on Sept 19, 2014 and applied this amount to the contract(s) below:

<u>Legal Company Name</u>	<u>Contract/Policy Number</u>	<u>Payment Type</u>	<u>Amount</u>
Metropolitan Life Insurance Company	214102327	INITIAL PREMIUM	\$503.39

If your address has changed, please complete the "Change of Address" section on the lower portion of this letter and return it to the above address.

If you have any questions about the agreement, please contact your representative or call our automated directory at 1-800-638-5433 Monday through Friday between 9 a.m. and 6 p.m., ET.

Sincerely,

Koshier Miller

Koshier Miller
Remittance Reconciliation Unit

If you intend to close your bank account, please leave enough funds to cover payment for one month and inform us so the appropriate changes can be made to your account.

Detach

Detach

Change of Address

Please print your new address below and return this portion to the address above.

EP Number: 50001507604

ALAN F MCGOVERN

Bank Account Owner's Name

Street

City

State

Zip code

Note: Changes to bank information requires a new EP Account Agreement form.

EXHIBIT “D”

Reg. Dist. No. 31

Ohio Department of Health

Primary Reg. Dist. No. 3101

VITAL STATISTICS

CERTIFICATE OF DEATH

State File No. 2014083065

Registrar's No. 2014002960

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include AKA's if any) (First, Middle, LAST, suffix) ALAN FRANCIS MCGOVERN JR				2. Sex Male		3. Date of Death (Mo/Day/Year) September 24, 2014	
4. Social Security Number [REDACTED]		5a. Age (Years) 30		5b. Under 1 Year Months		5c. Under 1 day Hours Minutes	
6. Date of Birth (Mo/Day/Year) July 13, 1984				7. Birthplace (City and State or Foreign Country) BRISTOL, PENNSYLVANIA			
8a. Residence State PENNSYLVANIA		8b. County BUCKS		8c. City or Town Feasterville		8d. Apt. No. 19053	
8e. Inside City Limits? No		9. Ever in US Armed Forces? No		10. Marital Status of Time of Death Never Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage)	
12. Decedent's Education COLLEGE, BUT NO DEGREE				13. Decedent of Hispanic Origin No		14. Decedent's Race White	
15. Father's Name ALAN FRANCIS MCGOVERN SR				16. Mother's Name (prior to first marriage) JANICE ELLEN STINSON			
17a. Informant's Name ALLISON MARIE MAURER				17b. Relationship to Decedent Fiancee		17c. Mailing Address (Street and Number, City, State, Zip Code) 114 Berry Lane Feasterville, PENNSYLVANIA 19053	
18a. Place of Death Hospital - Inpatient				18b. City or Town, State and Zip Code CINCINNATI, OH 45229		18c. County of Death HAMILTON	
19. Facility Name (If not institution, give street & number) CHILDREN'S HOSPITAL MEDICAL CENTER				20. License Number (of license) 609390		21. Name and Complete Address of Funeral Facility MCCALL FUNERAL HOME 3800 READING RD CINCINNATI, OH 45229	
22a. Method of Disposition Cremation				22b. Date of Disposition October 30, 2014		22c. Location (City/Town and State) CINCINNATI, OH	
22d. Place of Disposition (Name of Cemetery, Crematory, or other place) Cincinnati Cremation Co.				23. Registrar's Signature Camille Jones MD		24. Date Filed SEP 26 2014	
25a. Name of Person Issuing Burial Permit JONES, CAMILLE				25b. District No. 3101		25c. Date Burial Permit Issued SEP 26 2014	
26a. Certifier (Check only one) <input checked="" type="checkbox"/> Dying Physician To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.				26b. Time of Death 1433		26c. Date Pronounced Dead (Mo/Day/Year) 9/24/14	
26d. Signature and Title of Certifier Camille Jones MD				26e. License number 35.121415		26f. Date Signed 9/26/14	
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death LAURA ANN KITZMILLER, 3333 Burnet Avenue CINCINNATI, OH 45229							
28. Part I. Enter the disease, infection, or complication that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death) Septic shock							
Sequentially list conditions, if any, leading to immediate cause. fungal infection							
Enter Underlying Cause (Disease or injury that initiated events resulting in a death) bone marrow transplant							
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. Wiskott-Aldrich							
29a. Was An Autopsy Performed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably				31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year			
32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined				33a. Date of Injury (Mo/Day/Year)			
33b. Time of Injury				33c. Place of Injury (e.g., Decedent's home, congregate site, restaurant, wooded area)			
33d. Location of Injury (Street and Number or Rural Route Number, City or Town, State)				33e. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No			
33f. Describe How Injury Occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other			

110A 2724 Rev. 01/07

I HEREBY CERTIFY THIS
DOCUMENT IS AN EXACT
COPY OF THE RECORD ON FILE WITH
THE OHIO DEPT. OF HEALTH.

SP 26 14 305 162

EXHIBIT “E”

MetLifeP O BOX 30074
TAMPA FL 33630-3074MCGOVERN ALAN
114 BERRY LANE
FEASTERVILLE PA 19053

THE ATTACHED CHECK REPRESENTS A REFUND DUE TO A DECLINATION NOTICE.

SEP 30 2014

XC01263CRH (1/1/05)

Detach stub before cashing.



MetLife		Metropolitan Life Insurance Company		EO 937/213	619
P.O. BOX 30074 TAMPA FL 33630-3074		Type of Payment 300 REFUND-D		Check Number 202046220	
Pay to the Order of		OFFICE 56H	AGENCY 023	001427953	
MCGOVERN, ALAN 114 BERRY LANE FEASTERVILLE, PA 19053		20500001		Not Valid Before 09/26/2014	
JPMorgan Chase Bank, N.A. 6040 Tarbell Road Syracuse NY 13206		Amount Dollars Cents		*****503*39	
				 AUTHORIZED SIGNATURE	

EXHIBIT “F”

Reg. Dist. No. 31
 Primary Reg. Dist. No. 3101
 Registrar's No. 2014002960

Ohio Department of Health
 VITAL STATISTICS
CERTIFICATE OF DEATH
Type or print in permanent blue or black ink

State File No. 2014083065

1. Decedent's Legal Name (Include AKA if any) (Print Middle, LAST, suffix) ALAN FRANCIS MCGOVERN JR				2. Sex Male		3. Date of Death (Mo/Day/Year) September 24, 2014	
4. Social Security Number [REDACTED]		5a. Age (Years) 30		5b. Under 1 Year Months		5c. Under 1 day Hours	
6. Date of Birth (Mo/Day/Year) July 13, 1984		7. Birthplace (City and State or Foreign Country) BRISTOL, PENNSYLVANIA					
8a. Residence State PENNSYLVANIA		8b. County BUCKS		8c. City or Town Feasterville		8d. Apt. No.	
8e. Street and Number 114 Berry Lane		8f. Zipcode 19053		8g. Inside City Limits?		No	
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Never Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage)			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No		14. Decedent's Race White			
15. Father's Name ALAN FRANCIS MCGOVERN SR		16. Mother's Name (prior to final marriage) JANICE ELLEN STINSON					
17a. Informant's Name ALLISON MARIE MAURER		17b. Relationship to Decedent Fiancee		17c. Mailing Address (Street and Number, City, State, Zip Code) 114 Berry Lane Feasterville, PENNSYLVANIA 19053			
18a. Place of Death Hospital - Inpatient		18b. Facility Name (If not institution, give street & number) CHILDREN'S HOSPITAL MEDICAL CENTER		18c. City or Town, State and Zip Code CINCINNATI, OH 45220		18d. County of Death HAMILTON	
19. Signature of Funeral Home or Other Agent <i>[Signature]</i>		20. License Number (of Decedent) 000390		21. Name and Complete Address of Funeral Facility MCCALL FUNERAL HOME 3800 READING RD CINCINNATI, OH 45220			
22a. Method of Disposition Cremation		22b. Date of Disposition October 30, 2014		22c. Location (City/Town and State) CINCINNATI, OH			
22d. Place of Disposition (Name of Cemetery, Crematory, or other place) Cincinnati Cremation Co.		22e. Location (City/Town and State) CINCINNATI, OH		22f. Date Filed SEP 26 2014			
23. Registrar's Signature <i>[Signature]</i> MD		23a. Name of Person Issuing Burial Permit JONES, CAMILLE		23b. District No. 3101		23c. Date Burial Permit Issued SEP 26 2014	
24. Certifier (Check only one) <input checked="" type="checkbox"/> Physician <input type="checkbox"/> Coroner		25. Date of Death 9/24/14					
26. Time of Death 1433		26a. Date Pronounced Dead (Mo/Day/Year) 9/24/14		26b. Was case referred to coroner? Yes		26c. Date Signed 9/26/14	
26d. Signature and Title of Certifier <i>[Signature]</i>		26e. License number 35.121415		26f. Date Signed 9/26/14			
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death LAURA ANN KITZMILLER, 3333 Burnet Avenue CINCINNATI, OH 45220							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. Use only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death)		a. septic shock					
Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as consequence of) fungal infection					
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		c. Due to (or as consequence of) bone marrow transplant					
		d. Due to (or as consequence of) Wiskott-Aldrich					
Part II. Enter significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
30. Did Tobacco Use Contribute to Death?		31. If Female, Pregnancy Status		32a. Was An Autopsy Performed?		32b. Were Autopsy Findings Available Prior To Completion Of Cause of Death?	
<input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> No		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work?	
						<input type="checkbox"/> Yes <input type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:							
33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other							

HSA 2724 Rev. 01/07

I HEREBY CERTIFY THIS
 DOCUMENT IS AN EXACT
 COPY OF THE RECORD ON FILE WITH
 THE OHIO DEPARTMENT OF HEALTH.

SP 26 14 005162

EXHIBIT “G”



DONALD PETRILLE, JR., ESQUIRE

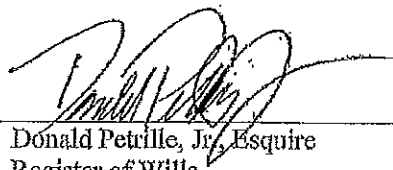
Register of Wills and Clerk of the Orphans' Court
Bucks County Administration Building
55 E. Court Street, Doylestown, PA 18901

SHORT CERTIFICATE

Commonwealth of Pennsylvania :
County of Bucks : ss

I, **DONALD PETRILLE, JR., ESQUIRE**, Register of Wills in and for the County of Bucks, in the Commonwealth of Pennsylvania, DO HEREBY CERTIFY that on this **29th** of September, 2014, **LETTERS TESTAMENTARY**, on the Estate of **ALAN FRANCIS MCGOVERN JR, AKA ALAN MCGOVERN JR**, deceased were granted to **ALLISON M. MAURER** having first been qualified well and truly to administer the same. And, I further certify that no revocation of said Letters appears of record in my office.

Given under my hand and seal of office this **10th day of August, 2015**.

By: 
Donald Petrilie, Jr. Esquire
Register of Wills

Date of Death: **September 24, 2014**

Social Security No.: [REDACTED]

File No.: **2014-02391**

NOT VALID WITHOUT SIGNATURE AND IMPRESSED SEAL

Exhibit “J”



Metropolitan Life Insurance Company
Group Life Claims
P.O. Box 6100
Scranton, PA 18505

January 25, 2016

Thomas Musi, Jr.
Attorney at Law
21 West Third Street
Media, PA 19063

Re: Plan Participant: Alan McGovern
Plan & No.: Lowes Companies, Inc. / 109702
Claim No.: 21511003175
Your Client: Allison Maurer

Dear Ms. Musi:

We are writing in regard to the referenced claim for group life insurance benefits.

This is to advise you that we have received your client's claim.

Due to special circumstances, it will be necessary for us to further evaluate this claim. Therefore, completion will be delayed for a short period of time.

When we have made a decision, we will send you further notification.

If you have any questions, please contact our office at 800-638-6420.

Sincerely,

Group Life Claims Operations

Exhibit “K”



Metropolitan Life Insurance Company
Group Life Claims
P.O. Box 6100
Scranton, PA 18505

Group Life Claims Operations
Metropolitan Life Insurance Company

Insured Alan McGovern
Group Number 121189
Claim No 21511003175

March 23, 2016

Musi, Malone & Daubenberger, LLP
Attn: Thomas A. Musi Jr.
21 West Third Street
Media, PA 19063

Dear Mr. Musi,

Why we're contacting you

We are writing in regard to the above-referenced claim for Group Life insurance benefits.

What you need to know

Our office is in receipt of your appeal on behalf of your client Allison Maurer. Please be advised that this concern is related to an individual policy and not group life benefits therefore, our office has forwarded your communications to that office for review.

What you need to do

We have provided the correct office with your correspondence and they will be responding directly to you. For any additional questions or concerns please contact MetLife (401) 827-3020 at P.O. Box 354 Warwick, RI 02887-0354.

We're here to help

If you have any questions, please contact our office at 800-638-6420.

Sincerely,

Group Life Claims